

UNITED STATES DISTRICT COURT  
DISTRICT OF NEW HAMPSHIRE

NATASHA ATHENS d/b/a Favorite Things,

Plaintiff,

V.

BANK OF AMERICA and MEGAN SCHOLZ,

Defendants.

Civil Action No. 1:21-cv-00748-SM

**DEFENDANTS BANK OF AMERICA, N.A. AND MEGAN SCHOLZ'S RESPONSE TO  
PLAINTIFF'S SUPPLEMENTATION OF THE RECORD**

NOW COME defendants Bank of America, N.A.<sup>1</sup> and Megan Scholz (“Defendants”), by and through their attorneys, Primmer Piper Eggleston & Cramer PC, and respectfully respond to “Plaintiff’s Response to Judge’s 2nd ‘Order’ on PPP Loan Pulled Out of Forgiveness” (Doc. #83) as follows:

1. Defendants filed a Motion to Dismiss on November 9, 2021 (Doc. #33).
2. On January 21, 2022, the Court issued an order (the “Order”) (Doc. #78) in which the Court granted Defendants’ Motion to Dismiss Plaintiff’s claim for intentional infliction of emotional distress and Plaintiff’s claim for fraud. The Court also afforded Plaintiff an opportunity to supplement the record as it relates to Plaintiff’s breach of contract claim regarding her claimed entitlement to forgiveness of her PPP loan.
3. On January 25, 2022, the Court denied Plaintiffs’ Motion to Reconsider the Order and reminded the Plaintiff to supplement the record as described in the Order.

<sup>1</sup> Incorrectly named in Plaintiff's Complaint as "Bank of America."

4. “Plaintiff’s Response to Judge’s 2nd ‘Order’ on PPP Loan Pulled Out of Forgiveness” appears to be Plaintiff’s attempt to supplement the record.

5. Plaintiff’s filing does not address the Court’s questions in the Order, and Plaintiff’s filing does not provide any basis for the Court to deny Defendants’ Motion to Dismiss Plaintiff’s remaining count for breach of contract.

6. Having provided Plaintiff with ample opportunity to object to Defendants’ Motion to Dismiss, the Court should dismiss Plaintiff’s sole remaining claim for failure to comply with the Court’s directives and for failure to state a claim.

WHEREFORE, Defendants respectfully request that the Court:

- A. Grant Defendants’ Motion to Dismiss Plaintiff’s breach of contract claim; and
- B. Grant such other relief as the Court deems just.

Respectfully submitted,

BANK OF AMERICA, N.A. and MEGAN SCHOLZ

By their attorneys,

PRIMMER PIPER EGGLESTON & CRAMER PC

Dated: January 31, 2022

By: /s/Thomas J. Pappas

Thomas J. Pappas, Esq., N.H. Bar No. 4111

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**CERTIFICATE OF SERVICE**

I hereby certify that a copy of the foregoing DEFENDANTS BANK OF AMERICA, N.A. AND MEGAN SCHOLZ'S RESPONSE TO PLAINTIFF'S SUPPLEMENTATION OF THE RECORD has this day been forwarded via the Court's Electronic Case Filing System to:

Natasha Athens  
Natasha4NHGov@protonmail.com

Dated: January 34, 2022

By: /s/Thomas J. Pappas

Thomas J. Pappas, Esq., (N.H. Bar No. 4111)